

TC-78, A PARTNERSHIP
P. O. BOX 218
CHICAGO HEIGHTS, ILLINOIS 60411

Date: October 6, 1980

Interstate Commerce Commission
Recordation Clerk
Room 1211

12th & Constitution Ave., N. WASHINGTON
Washington, D.C. 20423

12295
RECORDATION NO. Filed 1425

OCT 14 1980 - 12 05 PM

No. 0-288A040
OCT 14 1980

Date.....

Fee \$..50.00

ICC Washington, D. C.

Gentlemen:

Enclosed for recordation under the provision of Section 20(c) of the Interstate Commerce Act, as amended, are four (4) copies of the following:

Lease Agreement No. 080180 dated July 31, 1980
Rider No. N/A dated
between TC-78, A PARTNERSHIP and
OREGON PACIFIC & EASTERN RAILWAY COMPANY
Recordation No. N/A
No. of Cars: Twenty-One (21)
Description of Cars: 61' 1 1/2" - 100 Ton Bulkhead Flat Cars
Car Numbers: OPE 16001 thru OPE 16021, both inclusive

The names and address of the parties hereto are as follows:

Lessor:

TC-78, A Partnership
P.O. Box 218
Chicago Heights, IL 60411

Lessee:

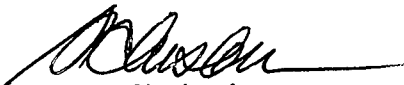
Oregon, Pacific & Eastern Railway Co.
Cottage Grove, Oregon 97424

The undersigned is a General Partner of TC-78, A Partnership and has knowledge of the matters set forth within the enclosed documents. Kindly record and thereafter return to S. D. Christianson, TC-78, A Partnership, P.O. Box 218, Chicago Heights, Illinois 60411, the remaining three copies of the enclosed document, marked "Recorded".

Attached hereto is a remittance in the sum of \$50.00 covering the required Recording Fee.

Cordially,

TC-78, A PARTNERSHIP


S. D. Christianson
Partner

mr
Enclosures

RECEIVED
OCT 14 1980
FEE OPERATOR
OCT 14 11 57 AM '80

LEASE AGREEMENT

This AGREEMENT, No. 080180 made and entered into July 31, 1980,
by and between TC-78, A PARTNERSHIP
Box 218, Chicago Heights, Illinois, (herein called "LESSOR") and OREGON, PACIFIC &
EASTERN RAILWAY CO.

an Oregon Corporation. (herein called "LESSEE").

RECORDATION NO. 12295 FROM 1425

OCT 14 1980 - 12 05 PM

WITNESSETH:

Description of Leased Cars:

(1) LESSOR agrees to furnish to the LESSEE, and the LESSEE agrees to use, from
LESSOR the cars specified within Attachment A which is affixed hereto and made a part
hereof, and such additional Riders as may be added hereto from time to time by agree-
ment of the parties and signed by their duly authorized representatives. Each attachment
shall set forth a brief description of the car, or cars, covered thereby including such facts
as: number of cars, car numbers, the A.A.R. or I.C.C. specification, cubic capacity, truck
capacity, delivery point, rental, commodity service, term throughout which the cars shall
remain in LESSEE'S service, and other pertinent information that may be desired by
both parties.

Use of Cars:

(2) LESSEE agrees to use said cars within the continental limits of the United States
and Canada (any use in Canada shall be incidental and temporary) for the transportation of
the commodities ("Commodity Service") stated in Attachment A applicable to said cars; and
that said cars will at all times be used and operated in compliance with all lawful acts,
rules, regulations and orders; and further agrees upon the expiration or termination of the
Rental Term ("Rental Term") applicable to such cars set forth in Attachment A to cause said
cars to be returned to LESSOR at its plant in Chicago Heights, Illinois, in the same, or as good,
condition in which they were furnished, except for ordinary wear and tear. LESSEE will not
in any way alter the physical structure of the cars without the approval in writing of LESSOR.

Rent:

(3) LESSEE agrees to pay LESSOR the Fixed Rental ("Fixed Rental") stated in
Attachment A from the date each car is delivered as specified in Attachment A and until
cars are delivered to LESSOR upon expiration of the Rental Term specified in Attachment A.
Such rentals shall be paid to TC-78, A PARTNERSHIP, Box
218, Chicago Heights, Illinois, or such other place as the LESSOR or its Assignees may
hereafter direct. Payment will be made in advance on the first day of every month during
the term, except that LESSEE shall pay in advance, on delivery of the cars, the pro rata of
one month's rent for the period intervening the date of delivery and the first day of the next
succeeding month. As additional rent the LESSOR shall retain all the Mileage Earned in
Excess of Fixed Rental as specified within Paragraph 7(b) hereof.

Term of Lease:

(4) This AGREEMENT shall be effective as of the date first set forth hereinabove and
shall expire upon expiration of the Rental Term of the last car, or cars, covered hereunder.
The Rental Term for each car shall be as specified within Attachment A.

Repair and Maintenance:

(5) (a) LESSEE shall notify LESSOR within three (3) full business days following
knowledge of any damage to any of the cars. LESSOR agrees to pay for the maintenance
and repair of said cars; but it will not pay for repairs made to said cars in excess of the
basis of Association of American Railroads interchange rules (unless LESSOR gives LESSEE
prior written approval for any such excess repairs). No repairs to any of the cars shall be
made by the LESSEE for LESSOR'S account without LESSOR'S prior written consent.
If any of the cars become unfit for service and shall be held in railroad or car shops
for repairs, and shall remain therein for a period in excess of five (5) days, service
charges hereunder covering any such cars payable by LESSEE to LESSOR shall cease
from and after the date of delivery of such car to such railroad or car shop for repairs
until such car is released from the shop or until another car shall have been placed in
the service of LESSEE by LESSOR in substitution for such car undergoing repairs.

AMW
ATC

~~(b) LESSOR shall retain all mileage earned in excess of monthly rental due from LESSEE ("Mileage Earned in Excess of Fixed Rental"). LESSEE shall not permit any car to be used in unit train service unless consented to in writing by LESSOR.~~

**Payment of
Taxes:**

(8) During the term of this Lease Agreement the LESSEE shall, in addition to the rentals herein specified, pay all sales, use, rental and excise taxes, assessments and other governmental charges, whatsoever, whether payable by the LESSOR or the LESSEE, on or relating to this Lease Agreement or to the cars leased hereunder; the LESSEE shall be under no obligation to pay any such tax so long as it is being contested in good faith and by appropriate administrative or legal proceedings and any expense incurred by LESSOR in which LESSEE concurs with respect to contesting the applicability of such sales tax, rental tax or use tax to this Lease Agreement shall be for the account of LESSEE.

**Marking of
Cars:**

(9) (a) The LESSOR shall plainly, permanently stencil the ownership legend on each new car in letters not less than one (1) inch in height, reading:

**TITLE TO THIS CAR SUBJECT TO DOCUMENTS FILED WITH
THE INTERSTATE COMMERCE COMMISSION**

and immediately replace any such stencilling which becomes illegible, wholly or in part. Should changes or additions be required in the foregoing legend, LESSEE shall make such changes or additions, and the expense thereof shall be borne by the LESSOR. The LESSEE shall keep the cars free from any marking which might be interpreted as a claim of ownership thereof by anyone other than the LESSOR; and will not change, or permit to be changed, the identifying road numbers.

(b) LESSEE represents and warrants that subject cars are now and shall remain throughout the term of this lease marked and identified in accordance with the car numbers and other identification marks provided for within Attachment A.

Indemnification:

(10) Except while cars are in the possession of LESSOR, LESSEE will indemnify and hold LESSOR and all those who hold any security interest in a car harmless against all loss, expense, liability or damage during the term of this Lease Agreement by or to any of the cars hereby leased, or to or by the contents thereof, howsoever occurring.

Insurance:

(11) LESSEE shall, at its own cost and expense, with respect to each Car at all times maintain and furnish LESSOR with evidence of liability insurance in the amount of one million dollars (\$1,000,000) protecting LESSOR, naming LESSOR as an insured party, and written by companies acceptable to LESSOR. LESSEE'S obligation to maintain insurance with respect to each Car shall commence on the earlier of (i) the Delivery date of such Car or (ii) the date on which the manufacturer or vendor thereof shall cease to bear the risk of loss with respect thereto (whether or not such Car shall at such time have become subject to lease pursuant hereto), and shall continue until the Rental Term thereof terminates and, if such Car is required to be returned to LESSOR, until such return. LESSEE shall cooperate and, to the extent possible, cause others to cooperate with LESSOR and all companies providing any insurance to LESSEE or LESSOR or both with respect to the Cars.

**Subleasing and
Assignment:**

(12) (a) LESSEE will not sublease, assign or loan said cars or any of its rights, without the written consent of the LESSOR.

(b) LESSOR may assign, pledge, mortgage, transfer or otherwise dispose of all of its rights, titles and interests herein, either in whole or in part ("ASSIGNMENT"). No notice of such assignment need be given to the LESSEE. The rights of any assignee specified in any such ASSIGNMENT or the rights of any party or parties on behalf of whom such assignee is acting, shall not be subject to any defense, setoff, counterclaim or recoupment whatsoever, whether arising out of any breach of any obligation of the LESSOR hereunder or by reason of any other indebtedness or liability of any time owing by the LESSOR to the LESSEE. The making of any ASSIGNMENT by LESSOR shall not serve to relieve the LESSOR or the LESSEE of any liability or undertaking hereunder nor pose any liability or undertaking hereunder upon any such assignee.

Liens: (13) The **LESSEE** shall keep the cars free from any encumbrances or liens which may be a cloud upon, or otherwise affect, the **LESSOR'S** title or the interest of the assignee of the **LESSOR**.

Remedies: (14) Upon the happening of any of the events of default as hereinafter defined, the **LESSOR** or its Assignee may then, or at any time thereafter, take possession of the cars and any accessions thereto, wherever same may be found, and, at the election of the **LESSOR** or the Assignee as the case may be, either:

(a) declare this Lease Agreement terminated, in which event all rights of the parties hereunder shall cease except only the obligation of the **LESSEE** to pay accrued rentals to the date of retaking, or:

(b) relet the cars as agent of the **LESSEE**, apply the proceeds of such reletting first to the expenses that may be incurred in the retaking and delivery of the cars to the new **LESSEE**, then to the payment of the rent due under this lease, and the **LESSEE** shall remain liable for any rents remaining due after so applying the proceeds so realized, and the **LESSEE** covenants and agrees to pay said deficit monthly as the same may accrue.

Default: (15) The happening of any of the following events shall be considered an "event of default" hereunder:

(a) nonpayment of any installment of rent hereunder within thirty (30) days after the same becomes due;

(b) failure of the **LESSEE** to comply with, or perform, any of the other terms and conditions of this Lease Agreement within thirty (30) days after receipt of written notice from the **LESSOR**, or its Assignee, demanding compliance therewith and performance thereof;

(c) The appointment of a receiver or trustee in bankruptcy for the **LESSEE** or for any of its property and the failure by such receiver or trustee to adopt and assume and agree to perform the obligations of the **LESSEE** hereunder within thirty (30) days after such appointment.

Patent Indemnification: (16) **LESSOR** shall (except for articles or materials specified by **LESSEE** and also except for designs and systems used in the construction of subject cars as a result of **LESSEE'S** specifications) indemnify, protect and save harmless the **LESSEE** from all claims, demands, damages, including royalties, judgments (including court costs), attorneys fees, and expense in any way arising out of, or on account of, the use of any or all patented inventions, employed in and about the construction, repair, alterations, or improvements of the cars, or any part thereof, which are incorporated in any car at the inception of this Lease Agreement or Riders added hereto.

Filing: (17) The **LESSOR** intends to cause this Lease to be filed and recorded with the Interstate Commerce Commission in accordance with the Interstate Commerce Commission Act. The **LESSEE** shall from time to time do and perform any other act, and execute, acknowledge, deliver, file, register and record any and all further instruments required by law, or requested by **LESSOR**, for the purpose of protecting its title and rights, or for the purpose of carrying out the intention of this Lease Agreement, and the **LESSEE** will promptly furnish to **LESSOR** certificates or other evidences of all such filing, registering and recording in form satisfactory to **LESSOR**. The **LESSOR** shall promptly reimburse **LESSEE** for any out-of-pocket expenses it may/so incur.

Miscellaneous: (18) It is mutually agreed that the time of payment of rentals is of the essence of this Lease Agreement and that this Lease Agreement and any Rider now and hereafter entered into is subject and subordinate to any Chattel Mortgage or Conditional Sale Agreement on the cars heretofore created and to the rights of any Trustee under any Equipment Trust heretofore or hereafter established by the **LESSOR**.

(19) LESSOR may, at its own cost and expense, take a physical inventory of each of the cars.

(20) The terms of this Lease Agreement and all rights and obligations hereunder shall be governed by the laws of the State of Illinois, in which state it has been executed and delivered.

(21) LESSEE shall, at LESSEE'S cost, deliver to LESSOR such other acknowledgements, opinions of counsel, confirmations of lease and related documents as the LESSOR may reasonably request.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective corporate officers and duly attested, as to the date first above written.

TC-78, A PARTNERSHIP (LESSOR)

ATTEST:

Wright

By:

[Signature]

PARTNER

(Corp

ATTEST:



OREGON, PACIFIC & EASTERN
RAILWAY CO.

(LESSEE)

By:

[Signature]

L. T. Cecil

Vice President

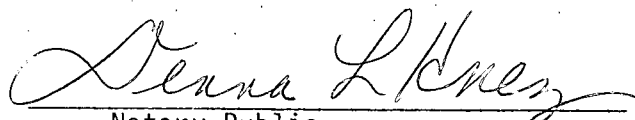
Fredrick B. Bunt

Secretary

STATE OF ILLINOIS)
COUNTY OF COOK) SS:

I, Denna L. Knez, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that S. D. CHRISTIANSON, personally known to me to be a GENERAL PARTNER of TC-78 PARTNERSHIP, and C. H. WRIGHT personally known to me to be a GENERAL PARTNER of said Partnership, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such GENERAL PARTNERS they signed and delivered the said instrument as GENERAL PARTNERS of said Partnership and caused the seal of said Partnership to be affixed thereto, pursuant to authority given by the Partners of said Partnership, as their free and voluntary act, and as the free and voluntary act and deed of said Partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 7th day of October,
1980.


Notary Public

My Commission Expires: 1-11-81

STATE OF ILLINOIS)

) SS.

COUNTY OF COOK)

On this _____ day of _____, before me personally appeared _____, to me personally known who being by me duly sworn, says that he is a Vice President of TRANSPORTATION CORPORATION OF AMERICA, an Illinois corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

(SEAL)

My Commission Expires: _____

STATE OF CALIF.)

) SS.

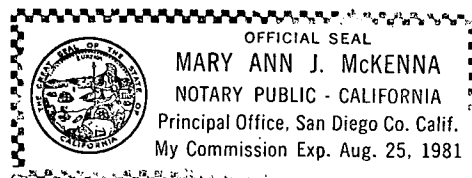
COUNTY OF SAN)
DIEGO)

On this 26th day of September, 1980, before me personally appeared L. T. Cecil, to me personally known who being by me duly sworn, says that he is Vice President of Oregon, Pacific & Eastern Railway Co., an Oregon corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Maryann J. McKenna
Notary Public

(SEAL)

My Commission Expires: Aug. 25, 1981



TC-78, A PARTNERSHIP
OREGON, PACIFIC & EASTERN RAILWAY COMPANY

— LESSOR

— LESSEE

ATTACHMENT A

LEASE AGREEMENT NO. 080180 SAID LEASE AGREEMENT BEING DATED July 31, 1980

CAR NUMBERS: OPE 16001 thru OPE 16021, both inclusive

CAR OWNER'S MARKS: Title to this car subject to documents filed with the Interstate Commerce Commission.

COMMODITY SERVICE: Forest Products

CLASS OF CAR: 61' 1½" Bulkhead Flat Cars

NO. OF CARS: Twenty-One (21)

TRUCK CAPACITY: 100-Ton

RENTAL TERM: Sixty (60) Months From Date of Delivery. See Note Below

DELIVERY POINT: F.O.T. St. Louis, Missouri

DELIVERY PERIOD: August, 1980

FIXED RENTAL: FIVE HUNDRED TWENTY-THREE AND 00/100 DOLLARS (\$523.00) PER CAR, PER MONTH FOR SIXTY (60) CONSECUTIVE MONTHS FROM DATE OF DELIVERY

NOTE: Rentals shall be paid 60 days in arrears from the end of the month in which cars are used.

CERTIFICATE OF INSPECTION
AND ACCEPTANCE:

Exhibit "I": attached hereto and made a part hereof.

CERTIFICATE OF INSPECTION AND ACCEPTANCE

TO: THRALL CAR MANUFACTURING COMPANY
P. O. Box 218
Chicago Heights, Illinois 60411

Gentlemen:

The undersigned duly appointed inspector and representative of
OREGON, PACIFIC & EASTERN RAILWAY CO. (LESSEE)
hereby certifies that he has made a thorough examination of the following Railroad Cars
bearing numbers as follows:

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>CAR NUMBERS</u>
21	61' 1½" - 100-Ton Bulkhead Flat Cars	OPE 16001 thru OPE 16021, both inclusive

and hereby accepts them for Lessee under and pursuant to that certain Attachment A
dated July 31, 1980 for Lease dated July 31, 1980 between
TC-78, A PARTNERSHIP and LESSEE: that each of said Cars is plainly marked and
stenciled on both sides of each Car with the words:

Title to this car subject to documents filed with
the Interstate Commerce Commission.

in readily visible letters, not less than 1" in height; and that each of said Cars fully
complies with the requirements, standards and specifications referred to in said Lease.

Inspector for
OREGON, PACIFIC & EASTERN RAILWAY CO.
LESSEE

Dated this _____ day of _____, 19____.

EXHIBIT "I"

LEASE AGREEMENT

This AGREEMENT, No. 080180 made and entered into July 31, 1980,
by and between TC-78, A PARTNERSHIP
Box 218, Chicago Heights, Illinois, (herein called "LESSOR") and OREGON, PACIFIC &
EASTERN RAILWAY CO.

an Oregon Corporation. (herein called "LESSEE").

RECORDATION NO. 12295 Filed 1028

OCT 14 1980 - 12 05 PM

WITNESSETH:

INTERSTATE COMMERCE COMMISSION

Description of Leased Cars: (1) LESSOR agrees to furnish to the LESSEE, and the LESSEE agrees to rent from LESSOR the cars specified within Attachment A which is affixed hereto and made a part hereof, and such additional Riders as may be added hereto from time to time by agreement of the parties and signed by their duly authorized representatives. Each attachment shall set forth a brief description of the car, or cars, covered thereby including such facts as: number of cars, car numbers, the A.A.R. or I.C.C. specification, cubic capacity, truck capacity, delivery point, rental, commodity service, term throughout which the cars shall remain in LESSEE'S service, and other pertinent information that may be desired by both parties.

Use of Cars: (2) LESSEE agrees to use said cars within the continental limits of the United States and Canada (any use in Canada shall be incidental and temporary) for the transportation of the commodities ("Commodity Service") stated in Attachment A applicable to said cars; and that said cars will at all times be used and operated in compliance with all lawful acts, rules, regulations and orders; and further agrees upon the expiration or termination of the Rental Term ("Rental Term") applicable to such cars set forth in Attachment A to cause said cars to be returned to LESSOR at its plant in Chicago Heights, Illinois, in the same, or as good, condition in which they were furnished, except for ordinary wear and tear. LESSEE will not in any way alter the physical structure of the cars without the approval in writing of LESSOR.

Rent: (3) LESSEE agrees to pay LESSOR the Fixed Rental ("Fixed Rental") stated in Attachment A from the date each car is delivered as specified in Attachment A and until cars are delivered to LESSOR upon expiration of the Rental Term specified in Attachment A. Such rentals shall be paid to TC-78, A PARTNERSHIP, Box 218, Chicago Heights, Illinois, or such other place as the LESSOR or its Assignees may hereafter direct. Payment will be made in advance on the first day of every month during the term, except that LESSEE shall pay in advance, on delivery of the cars, the pro rata of one month's rent for the period intervening the date of delivery and the first day of the next succeeding month. As additional rent the LESSOR shall retain all the Mileage Earned in Excess of Fixed Rental as specified within Paragraph 7(b) hereof.

Term of Lease: (4) This AGREEMENT shall be effective as of the date first set forth hereinabove and shall expire upon expiration of the Rental Term of the last car, or cars, covered hereunder. The Rental Term for each car shall be as specified within Attachment A.

Repair and Maintenance: (5) (a) LESSEE shall notify LESSOR within three (3) full business days following knowledge of any damage to any of the cars. LESSOR agrees to pay for the maintenance and repair of said cars; but it will not pay for repairs made to said cars in excess of the basis of Association of American Railroads interchange rules (unless LESSOR gives LESSEE prior written approval for any such excess repairs). No repairs to any of the cars shall be made by the LESSEE for LESSOR'S account without LESSOR'S prior written consent. If any of the cars become unfit for service and shall be held in railroad or car shops for repairs, and shall remain therein for a period in excess of five (5) days, service charges hereunder covering any such cars payable by LESSEE to LESSOR shall cease from and after the date of delivery of such car to such railroad or car shop for repairs until such car is released from the shop or until another car shall have been placed in the service of LESSEE by LESSOR in substitution for such car undergoing repairs.

In the event any of the subject cars shall be damaged or destroyed by the railroads, the service charge on any such car shall cease on the date of such damage or destruction. ~~When such damaged car has been forwarded to a shop for repair, the mileage earned by such car to and from the shop shall be retained by the LESSOR.~~ LESSEE shall pay all costs, charges and expenses including freight and switching charges for movement at any time and from time to time to and from repair shops, storage or terminal facilities. *OKW*

(b) LESSOR shall keep the cars in good order and repair, ordinary wear and tear excepted, comply with any additional requirements for safety appliances and construction as may hereafter be specified by American Association of Railroads and Interstate Commerce Commission and satisfactory for interchange in accordance with Association of American Railroads' rules, and all at its own cost and expense. LESSOR is not responsible to make any repairs until and unless notified by the LESSEE that such repair work is needed. LESSEE shall, at its expense, replace any removable parts, if lost, stolen or broken. If any physical change to the cars shall be required by any association or governmental rule, regulation or law, the LESSEE shall pay an additional monthly charge equal to \$1.50 per Car per month for each \$100.00 per Car cost incurred by the LESSOR so as to perform such changes, modifications or adjustments and such charge shall become effective upon the date of acceptance by a railroad of instructions to forward such Car to the LESSEE after such change, modification or adjustment has been accomplished. *OKW*

(c) LESSOR may require LESSEE to return cars to a mutually agreeable location for preventive maintenance or repairs and may withdraw from this Lease any cars which LESSOR deems uneconomical to maintain or repair. *OKW*

(d) LESSOR may, at any time and from time to time, replace any cars withdrawn from service under the terms of this Lease or which are lost, stolen or destroyed, with cars of like or similar specifications and such replacement cars shall be deemed to be subject to all terms and conditions of this Lease as if the same had been originally delivered to LESSEE at the time and at the place of the cars for which they are substituted. The parties agree to execute amendments to this Lease and such other and further documents as may be required by either party hereto so as to evidence the withdrawal, release or substitution of any cars in accordance with the terms of this Lease Agreement.

(e) In the event of the loss, destruction or irreparable damage to any of the cars from any cause whatsoever, except while in possession of LESSOR, during the continuance of this lease, the LESSEE shall promptly and fully inform the LESSOR in regard to such loss, destruction or damage. If any of said cars are damaged or destroyed on ~~any~~ *Lessee's* owned track, LESSEE shall pay unto LESSOR the cost of repairing such damage, or replacing such lost or destroyed cars. In no case shall that amount exceed the depreciated valuation of such cars as provided for in the Interchange Rules of the Association of American Railroads. *OKW*

Inspection:

(6) LESSEE shall maintain a reasonable inspection schedule for each car. LESSEE shall indemnify and hold LESSOR harmless from any and all liability, loss, damage or claim therefor resulting from knowledge which the LESSEE shall have or should have had as a result of such reasonable inspection by the LESSEE.

Mileage and Per Diem Reports:

~~(7) (a) The LESSOR shall collect and retain all mileage earned by said cars and credit same to the extent of rental to the account of the LESSEE when received from the railroads, and also the LESSOR shall keep all records pertaining to car movements. The LESSEE shall assist the LESSOR in following the movements of said cars by furnishing the LESSOR complete weekly reports of the movements of cars, both loaded and empty, giving destination, date of loading, and the routing of each movement. The LESSEE agrees so to use said cars that the mileage under load shall be equal to the mileage empty on each railroad over which they move. If, at the end of the Lease Term, the empty mileage on any railroad exceeds the loaded mileage, the LESSEE shall immediately upon being billed by the LESSOR, pay to the LESSOR for such excess at the loaded mileage rate. For purposes of this paragraph, the railroad mileage and junction reports received by LESSOR shall be prima facie evidence of the facts reported therein.~~ *OKW*

~~(b) LESSOR shall retain all mileage earned in excess of monthly rental due from LESSEE ("Mileage Earned in Excess of Fixed Rental"). LESSEE shall not permit any car to be used in unit train service unless consented to in writing by LESSOR.~~

**Payment of
Taxes:**

(8) During the term of this Lease Agreement the LESSEE shall, in addition to the rentals herein specified, pay all sales, use, rental and excise taxes, assessments and other governmental charges, whatsoever, whether payable by the LESSOR or the LESSEE, on or relating to this Lease Agreement or to the cars leased hereunder; the LESSEE shall be under no obligation to pay any such tax so long as it is being contested in good faith and by appropriate administrative or legal proceedings and any expense incurred by LESSOR in which LESSEE concurs with respect to contesting the applicability of such sales tax, rental tax or use tax to this Lease Agreement shall be for the account of LESSEE.

**Marking of
Cars:**

(9) (a) The LESSOR shall plainly, permanently stencil the ownership legend on each new car in letters not less than one (1) inch in height, reading:

**TITLE TO THIS CAR SUBJECT TO DOCUMENTS FILED WITH
THE INTERSTATE COMMERCE COMMISSION**

and immediately replace any such stencilling which becomes illegible, wholly or in part. Should changes or additions be required in the foregoing legend, LESSEE shall make such changes or additions, and the expense thereof shall be borne by the LESSOR. The LESSEE shall keep the cars free from any marking which might be interpreted as a claim of ownership thereof by anyone other than the LESSOR; and will not change, or permit to be changed, the identifying road numbers.

(b) LESSEE represents and warrants that subject cars are now and shall remain throughout the term of this lease marked and identified in accordance with the car numbers and other identification marks provided for within Attachment A.

Indemnification:

(10) Except while cars are in the possession of LESSOR, LESSEE will indemnify and hold LESSOR and all those who hold any security interest in a car harmless against all loss, expense, liability or damage during the term of this Lease Agreement by or to any of the cars hereby leased, or to or by the contents thereof, howsoever occurring.

Insurance:

(11) LESSEE shall, at its own cost and expense, with respect to each Car at all times maintain and furnish LESSOR with evidence of liability insurance in the amount of one million dollars (\$1,000,000) protecting LESSOR, naming LESSOR as an insured party, and written by companies acceptable to LESSOR. LESSEE'S obligation to maintain insurance with respect to each Car shall commence on the earlier of (i) the Delivery date of such Car or (ii) the date on which the manufacturer or vendor thereof shall cease to bear the risk of loss with respect thereto (whether or not such Car shall at such time have become subject to lease pursuant hereto), and shall continue until the Rental Term thereof terminates and, if such Car is required to be returned to LESSOR, until such return. LESSEE shall co-operate and, to the extent possible, cause others to cooperate with LESSOR and all companies providing any insurance to LESSEE or LESSOR or both with respect to the Cars.

**Subleasing and
Assignment:**

(12) (a) LESSEE will not sublease, assign or loan said cars or any of its rights, without the written consent of the LESSOR.

(b) LESSOR may assign, pledge, mortgage, transfer or otherwise dispose of all of its rights, titles and interests herein, either in whole or in part ("ASSIGNMENT"). No notice of such assignment need be given to the LESSEE. The rights of any assignee specified in any such ASSIGNMENT or the rights of any party or parties on behalf of whom such assignee is acting, shall not be subject to any defense, setoff, counterclaim or recoupment whatsoever, whether arising out of any breach of any obligation of the LESSOR hereunder or by reason of any other indebtedness or liability of any time owing by the LESSOR to the LESSEE. The making of any ASSIGNMENT by LESSOR shall not serve to relieve the LESSOR or the LESSEE of any liability or undertaking hereunder nor pose any liability or undertaking hereunder upon any such assignee.

Liens: (13) The **LESSEE** shall keep the cars free from any encumbrances or liens which may be a cloud upon, or otherwise affect, the **LESSOR'S** title or the interest of the assignee of the **LESSOR**.

Remedies: (14) Upon the happening of any of the events of default as hereinafter defined, the **LESSOR** or its Assignee may then, or at any time thereafter, take possession of the cars and any accessions thereto, wherever same may be found, and, at the election of the **LESSOR** or the Assignee as the case may be, either:

(a) declare this Lease Agreement terminated, in which event all rights of the parties hereunder shall cease except only the obligation of the **LESSEE** to pay accrued rentals to the date of retaking, or;

(b) relet the cars as agent of the **LESSEE**, apply the proceeds of such reletting first to the expenses that may be incurred in the retaking and delivery of the cars to the new **LESSEE**, then to the payment of the rent due under this lease, and the **LESSEE** shall remain liable for any rents remaining due after so applying the proceeds so realized, and the **LESSEE** covenants and agrees to pay said deficit monthly as the same may accrue.

Default: (15) The happening of any of the following events shall be considered an "event of default" hereunder:

(a) nonpayment of any installment of rent hereunder within thirty (30) days after the same becomes due;

(b) failure of the **LESSEE** to comply with, or perform, any of the other terms and conditions of this Lease Agreement within thirty (30) days after receipt of written notice from the **LESSOR**, or its Assignee, demanding compliance therewith and performance thereof;

(c) The appointment of a receiver or trustee in bankruptcy for the **LESSEE** or for any of its property and the failure by such receiver or trustee to adopt and assume and agree to perform the obligations of the **LESSEE** hereunder within thirty (30) days after such appointment.

Patent Indemnification: (16) **LESSOR** shall (except for articles or materials specified by **LESSEE** and also except for designs and systems used in the construction of subject cars as a result of **LESSEE'S** specifications) indemnify, protect and save harmless the **LESSEE** from all claims, demands, damages, including royalties, judgments (including court costs), attorneys fees, and expense in any way arising out of, or on account of, the use of any or all patented inventions, employed in and about the construction, repair, alterations, or improvements of the cars, or any part thereof, which are incorporated in any car at the inception of this Lease Agreement or Riders added hereto.

Filing: (17) The **LESSOR** intends to cause this Lease to be filed and recorded with the Interstate Commerce Commission in accordance with the Interstate Commerce Commission Act. The **LESSEE** shall from time to time do and perform any other act, and execute, acknowledge, deliver, file, register and record any and all further instruments required by law, or requested by **LESSOR**, for the purpose of protecting its title and rights, or for the purpose of carrying out the intention of this Lease Agreement, and the **LESSEE** will promptly furnish to **LESSOR** certificates or other evidences of all such filing, registering and recording in form satisfactory to **LESSOR**. The **LESSOR** shall promptly reimburse **LESSEE** for any out-of-pocket expenses it may so incur.

Miscellaneous: (18) It is mutually agreed that the time of payment of rentals is of the essence of this Lease Agreement and that this Lease Agreement and any Rider now and hereafter entered into is subject and subordinate to any Chattel Mortgage or Conditional Sale Agreement on the cars heretofore created and to the rights of any Trustee under any Equipment Trust heretofore or hereafter established by the **LESSOR**.

(19) LESSOR may, at its own cost and expense, take a physical inventory of each of the cars.

(20) The terms of this Lease Agreement and all rights and obligations hereunder shall be governed by the laws of the State of Illinois, in which state it has been executed and delivered.

(21) LESSEE shall, at LESSEE'S cost, deliver to LESSOR such other acknowledgements, opinions of counsel, confirmations of lease and related documents as the LESSOR may reasonably request.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective corporate officers and duly attested, as to the date first above written.

TC-78, A PARTNERSHIP (LESSOR)

ATTEST:

Wright

By:

Blawie

PARTNER

(Corpor

ATTEST:



OREGON, PACIFIC & EASTERN
RAILWAY CO.

(LESSEE)

By:

L. T. Cecil

L. T. Cecil

Vice President

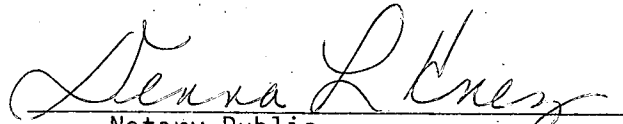
Fredrick B. Bent

Secretary

STATE OF ILLINOIS)
COUNTY OF COOK) SS:

I, Denna L. Knez, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that S. D. CHRISTIANSON, personally known to me to be a GENERAL PARTNER of TC-78 PARTNERSHIP, and C. H. WRIGHT personally known to me to be a GENERAL PARTNER of said Partnership, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such GENERAL PARTNERS they signed and delivered the said instrument as GENERAL PARTNERS of said Partnership and caused the seal of said Partnership to be affixed thereto, pursuant to authority given by the Partners of said Partnership, as their free and voluntary act, and as the free and voluntary act and deed of said Partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 7th day of October,
1980.


Notary Public

My Commission Expires: 1-11-81

STATE OF ILLINOIS)

) SS.

COUNTY OF COOK)

On this _____ day of _____, before me personally appeared _____, to me personally known who being by me duly sworn, says that he is a Vice President of TRANSPORTATION CORPORATION OF AMERICA, an Illinois corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

(SEAL)

My Commission Expires: _____

STATE OF CALIF.)

) SS.

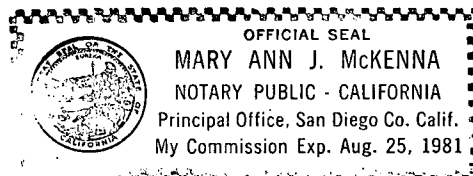
COUNTY OF SAN)
DIEGO)

On this 26th day of September, 1980, before me personally appeared L. T. Cecil, to me personally known who being by me duly sworn, says that he is Vice President of Oregon, Pacific & Eastern Railway Co., an Oregon corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Maryann J. McKenna
Notary Public

(SEAL)

My Commission Expires: Aug. 25, 1981



TC-78, A PARTNERSHIP
OREGON, PACIFIC & EASTERN RAILWAY COMPANY

— LESSOR

— LESSEE

ATTACHMENT A

LEASE AGREEMENT NO. 080180 SAID LEASE AGREEMENT BEING DATED July 31, 1980

CAR NUMBERS: OPE 16001 thru OPE 16021, both inclusive

CAR OWNER'S MARKS: Title to this car subject to documents filed with the Interstate Commerce Commission.

COMMODITY SERVICE: Forest Products

CLASS OF CAR: 61' 1½" Bulkhead Flat Cars

NO. OF CARS: Twenty-One (21)

TRUCK CAPACITY: 100-Ton

RENTAL TERM: Sixty (60) Months From Date of Delivery. See Note Below

DELIVERY POINT: F.O.T. St. Louis, Missouri

DELIVERY PERIOD: August, 1980

FIXED RENTAL: FIVE HUNDRED TWENTY-THREE AND 00/100 DOLLARS (\$523.00) PER CAR, PER MONTH FOR SIXTY (60) CONSECUTIVE MONTHS FROM DATE OF DELIVERY

NOTE: Rentals shall be paid 60 days in arrears from the end of the month in which cars are used.

CERTIFICATE OF INSPECTION
AND ACCEPTANCE:

Exhibit "I": attached hereto and made a part hereof.

CERTIFICATE OF INSPECTION AND ACCEPTANCE

TO: THRALL CAR MANUFACTURING COMPANY
P. O. Box 218
Chicago Heights, Illinois 60411

Gentlemen:

The undersigned duly appointed inspector and representative of
OREGON, PACIFIC & EASTERN RAILWAY CO. (LESSEE)
hereby certifies that he has made a thorough examination of the following Railroad Cars
bearing numbers as follows:

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>CAR NUMBERS</u>
21	61' 1½" - 100-Ton Bulkhead Flat Cars	OPE 16001 thru OPE 16021, both inclusive

and hereby accepts them for Lessee under and pursuant to that certain Attachment A
dated July 31, 1980 for Lease dated July 31, 1980 between
TC-78, A PARTNERSHIP and LESSEE: that each of said Cars is plainly marked and
stenciled on both sides of each Car with the words:

Title to this car subject to documents filed with
the Interstate Commerce Commission.

in readily visible letters, not less than 1" in height; and that each of said Cars fully
complies with the requirements, standards and specifications referred to in said Lease.

Inspector for
OREGON, PACIFIC & EASTERN RAILWAY CO.
LESSEE

Dated this _____ day of _____, 19____.

EXHIBIT "I"